

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ableco Finance LLC		08/18/2005	LLC:
RECEIVING PARTY DATA			
Name:	Captive Plastics, Inc.		
Street Address:	251 Circle Drive North		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1277024	CAPTIVE PLASTICS	
Registration Number:	2081302	CP	
Registration Number:	2092911	CP	
Registration Number:	1279008	CPI	
Registration Number:	1547419		
Registration Number:	1273575		
Registration Number:	1545407	THORO-BAN	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		

CH \$190.00 1277024

900030547

TRADEMARK
REEL: 003144 FRAME: 0426

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

08/22/2005

Total Attachments: 4

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U.S. TRADEMARKS RELEASE OF SECURITY INTEREST

THIS RELEASE dated as of August 18, 2005, by Ableco Finance LLC, as collateral agent (in such capacity, the "***Collateral Agent***") for the Lender Group.

A. Reference is made to the Financing Agreement dated as of July 21, 2004 (as amended, supplemented, restated or otherwise modified from time to time, the "***Existing Credit Agreement***"), among Captive Holdings, LLC, a Delaware limited liability company, Captive Holdings, Inc., a Delaware corporation, Captive Plastics, Inc., a New Jersey Corporation, the lenders from time to time party thereto, Ableco Finance LLC, as Collateral Agent, and PNC Bank, National Association, as administrative agent for the Lenders.

B. Reference is made to the Security Agreement, dated as of July 21, 2004 (the "***Security Agreement***"), among the Debtors in favor of the Collateral Agent, pursuant to which, among other things, the Debtors granted a security interest to the Collateral Agent, for the benefit of the Lender Group, in, among other things, the registered trademarks and pending trademark applications of the Debtors set forth on Annex I hereto (the "***Trademarks***"), which security interest was recorded with the United States Patent & Trademark Office. Reference is also made to the Trademark Security Agreement, dated July 21, 2004, between Captive Plastics, Inc. and Ableco Finance LLC, as Collateral Agent (the "***Trademark Security Agreement***"), which was filed with the United States Patent and Trademark Office. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Existing Credit Agreement and the Security Agreement.

C. In connection with the termination of the Existing Credit Agreement, the Borrowers have informed the Collateral Agent of their desire to obtain the release of all right, title and interest of the Lender Group and each other grantee or beneficiary in and to the Trademarks granted under the Security Agreement and the Trademark Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, (i) all the Collateral Agent's right, title and interest (including, without limitation, security interests) in and to the Trademarks pursuant to the Security Agreement and the Trademark Security Agreement shall hereby automatically terminate (without any representation or warranty of any kind or nature), including, without limitation, the Trademarks set forth on Annex I attached hereto and (ii) the Trademark Security Agreement shall hereby terminate, there having occurred the indefeasible payment and performance in full in cash of the Secured Obligations and the final termination of any commitments to extend any financial accommodations under the Existing Credit Agreement.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

ABLECO FINANCE LLC, as Collateral Agent,

By

Name:

Title:

Kevin Banda
SVP

TRADEMARK RELEASE SIGNATURE PAGE

ANNEX I

U.S. Trademark Registrations

MARK	APP/REG. NO.	APP./REG. DATE	OWNER
CAPTIVE PLASTICS	1277024	05/08/84	Captive Plastics, Inc.
CP	2081302	07/22/97	Captive Plastics, Inc.
CP	2092911	09/02/97	Captive Plastics, Inc.
CPI	1279008	05/22/84	Captive Plastics, Inc.
DESIGN ONLY	1547419	07/11/89	Captive Plastics, Inc.
DESIGN ONLY	1273575	04/10/84	Captive Plastics, Inc.
THORO-BAN	1545407	06/27/89	Captive Plastics, Inc.